



Swimming Pool & Spa Association of Queensland Inc.

Association Rules

Incorporated:

in the State of Queensland, Australia
December 18th, 1996

Association No: 17568

ABN: 13 935 751 789

Registered Office:

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ASSOCIATION RULES

1. NAME

The name of the incorporated association shall be

Swimming Pool & Spa Association of Queensland Inc.

(in these rules called "*The Association*")

2. OBJECTS

1. The objects for which *The Association* is established are -
 - a) to promote and educate the swimming pool and spa industry (including associated industries and activities), and, to further the standards, education, goodwill, ethics, reputation, safety and development of its members and the industry generally,
 - b) to promote and educate it's members, the industry, state and federal authorities and the consumers generally with regard to various aspects of the sale, manufacture, installation, construction, renovation and/or enjoyment of swimming pools and spas (and/or any associated equipment and/or service provided by it's members or the industry),
 - c) to promote, inform and educate it's members, the industry and the consumers generally by way of involvement with such other advertising, sports, games, amusements, exhibitions, entertainments, pastimes and recreations (indoor and outdoor), as *The Association* may deem appropriate,
 - d) to provide for examination of it's members and/or prospective applicants desiring to become members and/or members applying to renew of membership (and to provide for the registration of holders of any such certificates issued by *The Association*), as may be determined appropriate by *The Association* from time to time,
 - e) to prepare, edit, print, publish, issue and circulate such papers, magazines, newsletters, periodicals, books and other literary matter as may be deemed conducive to the promotion and education of it's members and/or the swimming pool and spa industry and/or consumers and/or state and federal authorities and matters generally connected therewith,
 - f) to organise, arrange, subscribe to, become a member of and co-operate with any other organisation and/or authority and/or association (whether incorporated or not), whose objects are altogether or in part similar to those of *The Association* provided that those organisations, authorities and/or other associations also prohibit the distribution of their income and property amongst their members to an extent at least as great as that imposed on *The Association*,
 - g) to buy, sell and deal in any and all kinds of apparatus, intellectual property, literature and/or any other item or thing as may be deemed appropriate by *The Association* for it's members, the industry, consumers or other identity frequenting *The Association's* premises, in furtherance of the objects of *The Association*,
 - h) to carry on all or any of the above objects in any place in Australia or abroad,
 - i) to open or close any division or branch or chapter of *The Association* in any part of Australia or any part of the world which *The Association* may from time to time decide upon and to do all such things in that regard as may be necessary to effectively carry out this or any or all of the objects of *The Association*,
 - j) to sell, improve, manage, develop, lease and/or mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property of *The Association*,
 - k) to invest and deal with the monies of *The Association* not immediately required upon such securities and in such manner as from time to time may be determined by *The Association*, and
 - l) to do all such other lawful things as may be conducive or incidental to the attaining of the above objects or any of them or such other acts, deeds or things that might be conducive to the progress and welfare of *The Association* and/or it's members,

The Association may not support with it's funds any activity or endeavour which imposes on or procures from it's members any undertaking or otherwise of any regulation or restriction, which if an object of *The Association* would make it a trade union within the meaning of the Trade Unions Act.

3. POWERS

1. *The Association* has, in the exercise of its affairs, all the powers of an individual.
2. *The Association* may, for example -
 - a) enter into contracts; and
 - b) acquire, hold, deal with and dispose of property; and
 - c) make charges for services and facilities it supplies; and
 - d) undertake and execute any mediation, charitable, educational or promotional activity or trust which may seem to *The Association* conducive to any of it's objects; and
 - e) do other things necessary or convenient to be done in carrying out its affairs.
3. *The Association* may take over all or part of the funds and other assets and liabilities of the present unincorporated association known as "Swimming Pool & Spa Association of Queensland" and/or any other association (whether incorporated or not), whose objects are altogether or in part similar to those of *The Association*.
4. *The Association* may also issue secured and unsecured notes, debentures and debenture stock for *The Association*.

4. CLASSIFICATIONS OF MEMBERSHIP

1. The membership of *The Association* shall be by way of a fixed annual subscription for each member, in any of the following classifications:
 - a) **Member**
being a business that deals mainly with consumers (builders, installers, renovators, retailers and service providers etc), is a full member, has a vote, can be appointed or elected to the governing council and has access to all *The Association* services. Is listed in the published list of members, contributes to and enjoys the benefits of *The Association* promotions and advertising. Pays a fixed annual subscription, together with

an annual category fee (fixed for pool shops and pool service providers, with other categories being based on their annual turnover in the pool & spa industry in Queensland), as may be determined from time to time.

- b) **Associate Member**
being a business that deals mainly with the pool & spa industry (manufacturers, distributors, materials suppliers and sub-contractors etc), is a full member, has a vote, can be appointed or elected to the governing council, and has access to all *The Association* services. Is listed in the published list of members, contributes to and enjoys the benefits of *The Association* promotions and advertising. Pays a fixed annual subscription, together with an annual category fee (based on their turnover in the pool & spa industry in Queensland), as may be determined from time to time.
- c) **Subscriber Member**
being a business or person (within Australia or Overseas), who has an interest in the pool & spa industry, and/or, whose business operations cannot be identified or classified under (a) or (b) above. Is a member, has no vote, cannot be elected to the governing council, can be appointed to sub-committees, and has limited access to *The Association* services. Is listed in the published list of members, can be invited to contribute to and enjoy the benefits of *The Association* promotions and advertising. Pays a fixed annual subscription, together with a fixed annual listing fee, as may be determined from time to time.
- e) or, any other classification and/or category (upon such terms and conditions), as may be authorised by the management committee, from time to time, including by not limited to:
- d) **National Member**
being a business that conducts operations (that qualify for membership), in Queensland and two (2) or more other States of Australia. Is a full member, has a vote, can be appointed or elected to the governing council, and has access to all *The Association* services. Is listed in the published list of members, pays an annual membership and advertising fee (based on total turnover in Aust), negotiated with the local SPASA office in the head office state of that business.

- 2. The total number of members in any classification shall be unlimited.
- 3. Every applicant for any classification of membership of *The Association* shall (unless otherwise authorised by the management committee), be proposed by one (1) member of *The Association* and seconded by another member.
- 4. The application for membership shall be made in writing, signed by the applicant, the applicant's proposer and seconder and shall be in such form, and accompanied by such non-refundable application fee as the management committee from time to time prescribes.
- 5. Every member of *The Association* is bound -
 - a) to further to the best of their ability the objects, interests and influence of *The Association* and to observe the rules, by-laws, code of ethics and management committee decisions or rules for the time being lawfully in force, to act in good faith towards other members, and
 - b) to pay and make good to *The Association* any loss or damage which *The Association* may sustain through any wilful act or default of such member (including nominee, staff and/or agents), if such act or default is a breach of any provisions of these rules or of any by-law, management committee decision or rule of *The Association* lawfully made.
- 6. Subject to the due performance and observance of the rules and by-laws of *The Association* and any management committee decision or rule lawfully made there under, all members of *The Association* are entitled to enjoy all privileges and benefits which membership of *The Association* lawfully confers upon that member.

5. SUBSCRIPTION, MEMBERSHIP and other FEES

- 1. The fixed annual subscription fee for each member shall be \$250 per annum (payable in advance on or before the 1st day of January each year), or be such other sum as the management committee shall from time to time so determine and/or authorise.
- 2. Any additional category or other fee, training or other levy, for any classification or category of membership shall be payable at such an amount and at such time and in such manner as the management committee shall from time to time so determine.

6. ADMISSION AND REJECTION OF MEMBERS

- 1. At the next meeting of the management committee (or other committee as authorised), following the receipt of any application (and the membership application fee), applicable for any classification of membership proposed, such application shall be considered by the committee, who shall thereupon determine in its sole discretion upon the admission or rejection of the applicant, and the Classification and Category of Membership granted. All admissions are granted on a "provisional" basis for the member's first membership year, during which time the management committee may review, confirm or reject such application as it deems fit under these rules.
- 2. Any applicant who receives a 70% or more majority of the votes of the members of the committee present at the meeting at which such application is being considered shall be accepted as a member to the Classification and Category of membership granted.
- 3. Upon the acceptance or rejection of an application for any classification and category of membership the secretary shall forthwith give the applicant notice in writing of such acceptance or rejection.

7. TERMINATION OF MEMBERSHIP

- 1. A member may resign from *The Association* at any time by giving notice in writing to the secretary.
- 2. Such resignation shall take effect at the time such notice is received by the secretary unless a later date is specified in the notice when it shall take effect on that later date.
- 3. If a member -
 - a) is placed under any form of insolvency administration or the principal or partners/directors jointly and/or severally are convicted of an indictable offence, become bankrupt, make or agree to make any assignment

for the benefit of creditors, pay or propose to pay any composition to creditors, enter into any assignment by way of trust for creditors; or

- b) fails to comply with any of the provisions of these rules, by-laws or Code of Ethics of *The Association*; or
- c) has membership fees (or any other amounts due and payable), in arrears for a period of two (2) months or more; or
- d) ceases to carry on business, or a business of a nature making it eligible for membership, or ceases to be appropriately licensed, or otherwise ceases to comply with the criteria for membership; or
- e) conducts the business (or allows its nominee, staff, or agents to conduct the business), in a manner considered to be injurious or prejudicial to the character or interests of *The Association*, or its members and/or consumers;

then,

that member ceases to be a member of *The Association* immediately, but at the sole discretion of the management committee may be reinstated with or without new application fee or subscription

- 4. a) The management committee may at any time by the issuing of a Termination Notice in writing (under the hand of the secretary), require any member who in its absolute discretion is deemed unfit or unsuitable to be a member, to withdraw from *The Association* (and for its nominee to resign from any council or committee positions held), and, such member will cease to be a member of *The Association* (and the nominee from any associated appointments), upon expiration of the time specified in such Notice.
- b) The member concerned shall be given a full and fair opportunity of presenting the member's case to the management committee by the lodgement of a notice in writing to appeal with the secretary, prior to the time specified in the Termination Notice. Following which the management committee will instruct the secretary to advise the member in writing of their decision, accordingly.

8. APPEAL AGAINST TERMINATION OF MEMBERSHIP

- 1. A member whose membership has been Terminated may within fourteen (14) days of receiving such a written notification thereof, lodge with the secretary a written notice of an "intention to appeal" against the decision of the management committee.
- 2. Upon receipt of a written notification of an "intention to appeal" against termination of membership, the secretary shall convene (within thirty (30) days of the date of receipt by the secretary of such notice of intention), a general or special meeting of all members to determine the appeal.
- 3. At any such meeting of members the applicant shall be given the opportunity to fully present the applicant's case and the management committee or those members thereof who terminated the membership subsequently shall likewise have the opportunity of presenting it's or their case.
- 4. The appeal shall be determined by a 70% or more majority vote of the members present at such meeting.
- 5. Where a member does not appeal against the decision of the management committee within the time prescribed in the notice, or so appeals but fails to attend or present a case at the members meeting, then the appeal is deemed unsuccessful, and the member terminated.

9. REGISTER OF MEMBERS

- 1. The management committee shall cause a register to be kept in which shall be entered the trading names, operational addresses and nominees of all businesses admitted to membership of *The Association* and the dates of their admission, and the classification and category of their membership.
- 2. Particulars shall also be entered into the register of any resignations, terminations and reinstatements of membership and any further particulars as the management committee may require from time to time.
- 3. The register shall be open for inspection at all reasonable times by any member who previously applies to the secretary for such inspection.

10. ASSOCIATION SECRETARY

- 1. The management committee will appoint and employ an individual to act as secretary, chief executive officer and public officer of *The Association* for such term, at such remuneration and upon such conditions as it determines.
- 2. In the best fiduciary interests of all of the members such person shall be independent of the industry, and have the responsibility for and authority over *The Association's* day-to-day operations, office and staff, and the administration and implementation of *The Association's* policies, rules and by-laws.
- 3. If a vacancy happens in the office of secretary, the management committee must appoint a secretary within fourteen (14) days after the vacancy happens.
- 4. The secretary must be a person residing in the State of Queensland who accepts such an appointment by the management committee as secretary, undertakes to act at all times in the best fiduciary interests of all of the members generally, is not a member of *The Association*, and is not employed (directly or indirectly), or under the influence or otherwise of any member of *The Association*.
- 5. The management committee may appoint a secretary at any time in accordance with these rules, and may remove a secretary at any time by unanimous vote of the governing council, subject to the usual notice and appeals procedures.

11. MANAGEMENT COMMITTEE

- 1. The management committee of *The Association* shall consist of the duly elected President, Vice-President, Treasurer, and the appointed Secretary of *The Association*.
- 2. This management committee will be guided, assisted, supported and take council from a governing council made up of other members of *The Association* elected at the annual general meeting to represent the various sectors of the industry represented within the membership.
- 3. At the annual general meeting of *The Association*, all the members of the management committee and governing council for the time being shall retire from office by rotation each three years, but shall be eligible upon nomination for re-election.

4. The election of the governing council, and, the management committee shall take place in the following manner -
 - a) any two (2) members of *The Association* shall be at liberty to nominate any other financial member to serve as a councillor on the governing council to fill a vacancy;
 - b) the nomination (and acceptance, signed by the member being nominated), shall be in writing and signed by both the member's proposer and seconder, and shall be lodged with the secretary at least twenty one (21) days before the annual general meeting of *The Association*;
 - c) a list of all of the candidates' names in alphabetical order, with the proposers' and seconders' names, shall be posted in a conspicuous place in *The Association's* office twenty-one (21) days immediately preceding the annual general meeting;
 - d) twenty-one (21) days immediately preceding the annual general meeting, balloting lists shall be prepared containing the names of the candidates in alphabetical order, and mailed out to each member of *The Association* who shall be entitled to one (1) vote for any number of such candidates not exceeding the number of vacancies;
 - e) seven (7) days immediately preceding the annual general meeting, the ballot will close, and the secretary (acting as sole scrutineer and returning officer), will determine the vote, and advise those members of their election as councillors to the proposed governing council for the incoming term.
 - f) should, at the commencement of the annual general meeting, there be an insufficient number of candidates nominated and or elected, other nominations of members attending may be taken from the floor of the meeting by the secretary, and a 70% or more majority vote of the members present at that meeting used to determine the remaining councillors.
 - g) the incoming governing council will meet immediately prior to or at the annual general meeting, and elect a president, vice president and treasurer from their number who together with the appointed secretary will form the management committee for the incoming term, which will take effect immediately upon the conclusion of such annual general meeting. The elected president will allocate appropriate portfolios for the balance of the councillors, within 30 days thereof.
 - h) No president may hold office continuously for more than three (3) successive years, however, at the invitation of the governing council, the immediate past president shall be an ex officio councillor for a period of not more than one (1) additional year and shall be entitled to all rights as a councillor but will not have a vote.

12. RESIGNATION OR REMOVAL FROM OFFICE OF A MEMBER OF THE GOVERNING COUNCIL and/or MANAGEMENT COMMITTEE

1. Any councillor of the governing council may resign from the council at any time by giving notice in writing to the secretary (such resignation will include any associated membership of the management or sub-committees, if applicable). Such resignation shall take effect at the time such notice is received by the secretary unless a later date is specified in the notice when it shall take effect on that later date.
2. Any councillor of the governing council (including any associated appointments of the management or sub-committees), may be suspended at the request of the president at any time, or at the request of ten (10) or more members, in writing to the secretary, and where that councillor has been placed on notice in writing by the secretary of an intention or removal being requested of the secretary. Such councillor shall be given the opportunity to fully present a case, to the management committee or special meeting of members as appropriate.
3. The question of removal shall be determined by the 70% or more majority vote of the members present at such a management committee, general or special meeting.
4. There is no right of appeal against a councillor's removal from office under this section.

13. VACANCIES ON GOVERNING COUNCIL and/or MANAGEMENT COMMITTEE

1. The management committee shall have power at any time to appoint any member of *The Association* to fill any casual vacancy on the governing council until the next annual general meeting.
2. The management committee shall have power at any time to appoint any councillor who is entitled to vote, to fill any casual vacancy on the management committee until the next annual general meeting.
3. The continuing members of the management committee may act notwithstanding any casual vacancy in the governing council, but if and so long as their number is reduced below the number fixed by or pursuant to these rules as the necessary quorum of the management committee, the continuing member or members may act for the purpose of increasing the number of members of the management committee to that number or of summoning a general or "special" meeting of *The Association* to elect a governing council, but for no other purpose.
In this event, the secretary will assume the "powers of attorney" for *The Association* to comply with Rules herein, until such time as a management committee is duly elected.

14. FUNCTIONS OF THE MANAGEMENT COMMITTEE

1. Except as otherwise provided for in these rules and subject to any "special" resolutions of the members of *The Association* being carried at any general or "special" meeting the management committee -
 - a) shall have the sole discretionary authority, control and management of the affairs, property and funds of *The Association*; and
 - b) shall have sole discretionary authority to interpret the meaning of these rules and any other matter relating to *The Association* on which these rules are silent.
2. The management committee may exercise all the powers of *The Association* -
 - a) to borrow or raise or secure the payment of money in such manner as they may think fit and secure the same or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by *The Association* in any way and in particular by the issue of debentures, perpetual or otherwise, charged upon all or any of *The Association's* property, both present and future, and to purchase, redeem or pay off any such securities;

- b) to borrow amounts from members and to pay interest on the amounts borrowed;
 - c) to mortgage or charge its property or any part thereof and to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of *The Association*, and to provide and pay off any such securities; and
 - d) to invest in such manner as they may from time to time determine.
3. For sub-section 2.b) the rate of interest must not be more than the rate for the time being charged for overdrawn accounts for money lent (whatever the term of the loan) by -
- a) the financial institution for *The Association*; or
 - b) if there is more than one (1) financial institution for *The Association* - the financial institution nominated by the management committee.

15. MEETINGS OF THE MANAGEMENT COMMITTEE

1. The management committee shall attempt to meet bi-monthly each calendar month to exercise its functions, but at least once every three (3) calendar months, in company with the governing council.
2. A meeting of the management committee and/or governing council will be called as determined or as and when required by the management committee.
3. Notices of such meetings will be given in writing by the secretary.
4. Any "special" meeting of the management committee and/or governing council shall be convened by the secretary on the requisition in writing signed by the president, or, not less than two (2) of the members of the management committee or governing council as applicable, which requisition shall clearly state the reasons why such "special" meeting is being convened and the nature of the business to be transacted thereat.
5. At every meeting of the management committee and/or governing council any two members currently elected and/or appointed to the management committee in company with the secretary, shall constitute a quorum.
6. Subject as previously provided in this section, the management committee may meet together and regulate its proceedings as it thinks fit.
7. However, questions arising at any meeting of the management committee and/or governing council shall be decided by a majority of votes of those present and, in the case of an equality of votes, the question shall be deemed to be decided by secret ballot by the members present, and failing that, by an additional vote by the secretary who will cast his vote in the best fiduciary interests of all of members of *The Association* generally.
8. A member of the management committee or governing council shall not vote in respect of any contract or proposed contract with *The Association* in which the member (or his nominee) is interested, or in any matter which may give rise to a conflict of interest with *The Association* or its members, and if the member does so vote the member's vote shall not be counted. The secretary may be heard, but shall not vote in respect of any matter, other than as provided for in 16.7. above.
9. Not less than three (3) days notice shall be given by the secretary to members of the management committee and/or governing council of any "special" meeting of the management committee and/or governing council.
10. Such notice shall clearly state the nature of the business to be discussed thereat.
11. The president shall preside as chairperson at every meeting of the management committee and/or governing council, or if there is no president, or if at any meeting the president is not present within 15 minutes after the time appointed for holding the meeting, the vice-president shall be chairperson or if the vice-president is not present at the meeting then the members may choose 1 of their number to be chairperson of the meeting.
12. If within fifteen (15) minutes from the time appointed for the commencement of a management committee and/or governing council meeting a quorum is not present, the meeting, if convened upon the specific requisition of members of the management committee and/or governing council, shall lapse.
13. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the secretary may determine, and if at the adjourned meeting a quorum is not present within fifteen (15) minutes from the time appointed for the meeting, any two councillors present who are entitled to vote, in company with the secretary, may be a forum.
14. The secretary shall cause full and accurate minutes of all questions, matters, resolutions and other formal proceedings of every management committee and/or governing council meeting to be entered in a book which is to be kept as "private & confidential" to *The Association* but which may be open for inspection at all reasonable times by any councillor who previously applies to the secretary for that inspection.

16. DELEGATION OF POWERS OF MANAGEMENT COMMITTEE

1. The management committee may delegate any of its powers to the secretary or to a subcommittee consisting of such members of *The Association* as the management committee thinks fit.
2. The secretary and/or any subcommittee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the management committee.
3. Unless appointed by the management committee a subcommittee may elect a chairperson of its meetings.
4. If no such chairperson is elected, or if at any meeting the chairperson is not present within 15 minutes after the time appointed for holding the meeting, the members present may choose one (1) of their number present to be chairperson of the meeting.
5. A subcommittee may meet and adjourn as it thinks proper.
6. Questions arising at any subcommittee meeting shall be determined by a majority of votes of the members present and, in the case of an equality of votes, the question shall be deemed to be decided by secret ballot by the members present, and failing that the question shall be referred to the management committee.

17. ACTS NOT AFFECTED BY DEFECTS OR DISQUALIFICATIONS

All acts done by any meeting of the management committee and/or governing council and/or a subcommittee and/or by any person acting as a member of or on behalf of the management committee shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member, councillor or person acting as aforesaid, or that the members of the management committee and/or governing council or any of them were

disqualified, be as valid as if every such person had been duly appointed and was qualified to be a member of the management committee and/or governing council.

18. RESOLUTIONS OF MANAGEMENT COMMITTEE WITHOUT MEETING

1. A resolution in writing circulated by the secretary and signed by the majority of members of the management committee for the time being entitled to receive notice of a meeting of the management committee shall be as valid and effectual as if it had been passed at a meeting of the management committee duly convened, held and minuted.
2. Any such resolution may consist of several documents in like form, separately circulated by the secretary to, and signed by the members of the management committee.

19. ANNUAL GENERAL MEETING of Members

Each annual general meeting must be held -

1. at least once each year; and
2. within 3 months after the end of the association's previous financial year.

20. BUSINESS TO BE TRANSACTED AT ANNUAL GENERAL MEETING of Members

The following business must be transacted at every annual general meeting -

1. the receiving of the statement of income and expenditure, assets and liabilities and of mortgages, charges and securities affecting the property of *The Association* for the last financial year;
2. the receiving of the auditor's report on the financial affairs of *The Association* for the last financial year;
3. the presenting of the audited statement to the meeting for adoption;
4. the announcement of the duly elected councillors to the incoming governing council and the incoming management committee for the next term;
5. the appointment of an auditor.

21. "SPECIAL" MEETING of Members

The secretary shall convene a "special" meeting of members of *The Association* by sending out a notice of the meeting within 21 days of: -

1. being directed to do so by any two (2) of the management committee, or
2. being given a requisition in writing signed by not less than the number members of *The Association* which equals double the number of members presently on the governing council plus one (1). Such requisition shall clearly state the reasons why such special meeting is being convened and the nature of the business to be transacted thereat, or
3. being given a notice in writing of an intention to appeal against the decision of the management committee to terminate the membership of any member.

22. QUORUM AT "SPECIAL" and GENERAL MEETINGS of Members

1. At any "special" and/or general meeting of members the number of members required to constitute a quorum shall be double the number of members presently on the governing council plus one (1).
2. No business shall be transacted at any "special" and/or general meeting of members unless a quorum of members is present at the time when the meeting proceeds to business.
3. For the purposes of this rule - "member" includes a person attending as a proxy or attorney at law of a business, which is a member, and entitled to vote under these rules.
4. If within fifteen (15) minutes from the time appointed for the commencement of a "special" and/or general meeting of members a quorum is not present, the meeting, if convened upon the specific requisition of members of the management committee or members of *The Association*, shall lapse.
5. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the secretary may determine, and if at the adjourned meeting a quorum is not present within fifteen (15) minutes from the time appointed for the meeting, any ten members present may be a quorum.
6. The chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
7. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
8. Save as aforesaid it shall not be necessary to give any additional notice of an adjournment or of the business to be transacted at an adjourned meeting.

23. NOTICE OF GENERAL MEETING of Members

1. The secretary shall convene all general meetings of the association by giving not less than seven (7) days notice of any such meeting to the members of *The Association*.
2. The manner by which such notice shall be given shall be determined by the management committee from time to time.
3. However, notice of any meeting convened for the purpose of hearing and determining the appeal of a member against that member's termination of membership by the management committee, shall be given in writing by the secretary.
4. Notice of a general meeting shall clearly state the nature of the business to be discussed thereat.

24. PROCEDURE AT GENERAL MEETING of Members

1. Unless otherwise provided by these rules, at every general meeting -
 - a) the president or the secretary shall preside as chairperson, or if there is no secretary or president, or if the secretary or president is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling

- to act, the vice-president shall be the chairperson or if the vice-president is not present or is unwilling to act then the members present shall elect one (1) of their number present to be chairperson of the meeting; and
- b) the chairperson shall maintain order and conduct the meeting in a proper and orderly manner; and
 - c) every question, matter or resolution shall be decided by a 70% or more majority of votes of the members present; and
 - d) every member entitled and present shall have one (1) vote and in the case of an equality of votes the chairperson shall have a second or casting vote; and
 - e) however, no member shall be entitled to vote at any general meeting if the member's annual subscription has not been paid and/or if any other amounts due and owing to *The Association* are more than two (2) months in arrears at the date of the meeting; and
 - f) voting shall be by show of hands or a division of members, unless not less than one-fifth of the members present demand a ballot, in which event there shall be a secret ballot; and
 - g) the chairperson shall appoint two (2) members to conduct the secret ballot in such manner as the chairperson shall determine and the result of the ballot as declared by the chairperson shall be deemed to be the resolution of the meeting at which the ballot was demanded; and
 - h) a member may vote by proxy (in favour of the principal or authorised nominee of the business), or by attorney at law and on a show of hands every person present who represents a financial member who is entitled to vote shall have one (1) vote only, and in a secret ballot every member represented by proxy or by attorney shall have one (1) vote only; and
 - i) the instrument appointing a proxy shall be in writing, in the common or usual form either under seal or under the bar stamp of the member or of the member's attorney at law duly authorised in writing.
 - j) a proxy may but need not be a member of *The Association*; and
 - k) the instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a secret ballot; and
 - l) the instrument appointing a proxy shall be deposited with the secretary 2 days prior to the commencement of any meeting or adjourned meeting at which the person named in the instrument proposes to vote; and
 - m) the chairperson shall cause full and accurate minutes of all questions, matters, resolutions and other formal proceedings of every general and/or "special" meeting of members to be entered in a book and lodged with the secretary to be open for inspection at all reasonable times by any financial member who is entitled to vote, and who previously applies to the secretary for that inspection; and
 - n) where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit

Form of Proxy

| | |
|--|------------------------------------|
| <u>Swimming Pool & Spa Association of Queensland Inc.</u> | |
| _____ of _____, (Name of the Business, which is a Member) | _____ (Usual place of Business) |
| being a financial member of the above mentioned association, hereby appoint | |
| _____ of _____ (Name of person being appointed) | _____ (Usual Address) |
| as our proxy to vote for us on our behalf at the special or annual or general meeting of <i>The Association</i> , | |
| to be held on the _____ day of _____, 19____, | |
| and at any adjournment thereof. | |
| This form is to be used *in favour of / *against the resolution (*Strike out whichever is not desired) | |
| Signed this ____ day of _____, 20 __ . | |
| _____ Signature of Authorised Officer. | |
| (Bar Stamp or Seal of the Business) | |
| | |
| Note | |
| 1. Unless otherwise instructed, the proxy may vote as the proxy thinks fit, and | |
| 2. The Secretary of the Association, or, The Chairman of the Meeting - may be appointed as proxy | |

25. CONFIRMATION OF MINUTES

1. For the purposes of ensuring the accuracy of the recording of minutes, the minutes of every management committee and/or governing council meeting shall be signed by the chairperson of that meeting or the chairperson of the next succeeding management committee and/or governing council meeting verifying their accuracy.
2. Similarly, the minutes of every general meeting of members shall be signed by the chairperson of that meeting or the chairperson of the next succeeding general meeting.
3. However, the minutes of any annual general or special meeting of members shall be signed by the chairperson of that meeting or the chairperson of the next succeeding general meeting.

26. BY-LAWS of *The Association*

1. The management committee may from time to time make, amend, repeal, publish and/or impose by-laws, not inconsistent with these rules, for the management and administration of *The Association*, and for the conduct and practice of it's members.
2. Any such by-law may subsequently be amended or set aside by a 70% or more majority vote of members at a general or special meeting of members.

27. ALTERATION OF THESE ASSOCIATION RULES

1. Subject to the provisions of the *Associations Incorporation Act 1981*, these rules may be amended, rescinded or added to from time to time by a 70% or more majority vote on a "special" resolution of the management committee and/or members carried at any general or "special" meeting of members.
2. However any amendment, rescission or addition is valid only if it is subsequently ratified by the management committee, and, lodged and registered under the Act.

28. COMMON SEAL

1. The management committee shall provide for a common seal and for its safe custody.
2. The common seal shall only be used by the authority of the management committee and every instrument to which the seal is affixed shall be signed by a member of the management committee and shall be countersigned by the secretary who will record it's use in a register kept for the purpose.

29. FUNDS AND ACCOUNTS

1. The funds of *The Association* must be kept in the name of *The Association* in a financial institution decided by the management committee.
2. Proper books and accounts shall be kept and maintained either in written, printed or computerised form in the English language showing correctly the financial affairs of *The Association* and the particulars usually shown in books of a like nature.
3. All moneys shall be deposited as soon as practicable after receipt thereof.
4. All amounts of \$200 or over shall be paid by cheque signed by any one (1) of the president, the vice-president, the treasurer or other member authorised from time to time by the management committee, or by the secretary.
5. Cheques shall be crossed "not negotiable" except those in payment of wages, allowances or petty cash reimbursements which may be left open.
6. The management committee shall determine the amount of petty cash, which shall be kept, on the imprest system.
7. All expenditure shall be approved and/or ratified at a management committee meeting.
8. As soon as practicable after the end of each financial year the treasurer shall cause to be prepared a statement containing the particulars of -
 - a) the income and expenditure for the financial year just ended; and
 - b) the assets and liabilities and of all mortgages, charges and securities affecting the property of *The Association* at the close of that year.
9. The auditor must examine the statement prepared under subsection (8) and present a report on it to the secretary before the next annual general meeting following the financial year for which the audit was made.
10. The income and property of *The Association* must be used solely in promoting *The Association's* objects and exercising *The Association's* powers.

30. DOCUMENTS and RECORDS

The management committee shall provide for the safe custody of books, records, documents, instruments of title and securities of *The Association*.

31. FINANCIAL YEAR and MEMBERSHIP YEAR of *The Association*

1. The financial year of *The Association* shall close on December 31st, in each year.
2. The membership year of *The Association* shall close on December 31st, in each year.

32. DISTRIBUTION OF SURPLUS ASSETS of *The Association* TO ANOTHER ENTITY

1. This section applies if *The Association* ceases to trade at the direction of members at a special meeting and/or is wound-up under part 10 of the Act and there are surplus assets.
2. The surplus assets must not be distributed among the members but must be given to another entity -
 - a) that has objects similar to *The Association's* objects; and
 - b) the rules of which prohibit the distribution of the entity's income and assets to its members.
3. In this section - "surplus assets" has the meaning given by section 92(3) of the Act.



By-Law 1. Use of the SPASA Logo & General Advertising Rules

- 1) The **SPASA Logo** may only be used by current & financial Members of the Association, and only in respect to that Business Member, and its authorised category of Membership
- 2) Whenever used the **SPASA Logo**:
 - a) must be in the authorised colour and complete form, including the word "Member",
 - b) must be positioned and used as close as possible to the Member's own Business name to clearly indicate that this Business is the Member of SPASA, and
 - c) may only be displayed on the premises and vehicles, and/or used on printed promotional material and advertising of the SPASA Member, in relation to that Member's authorised category of Membership
- 3) The **SPASA Logo** may not be used in any way whatsoever that could lead to a perception that the Association guarantees, authorises, recommends or endorses in any way, any product, service, contract, other business, or other item which is owned, controlled, produced or marketed by the SPASA Member
- 4) In all advertising where a price is shown, then an adequate & appropriate description of the product or service must also be shown. In the case of a Pool or Spa - its dimensions.



By-Law 2. Members' Code of Ethics

- 1) To hold inviolate the concepts of free enterprise and unselfish service to the public
- 2) To operate at all times in a manner that will enhance the reputation of the swimming pool & spa industry in the local community and across the nation
- 3) To make the largest contribution possible to the health, safety and welfare of the public in the installation, maintenance and operation of swimming pools & spas, and to comply with all applicable laws, ordinances and regulations
- 4) To support all efforts to improve swimming pool & spa products and service, and to encourage research and the development of new materials and methods
- 5) To advertise and sell the merits of products and service and refrain from making unwarranted criticism of competitors or reflecting unfairly on their products, service or methods of doing business
- 6) To advertise only bona fide prices and products and to refrain from using innuendos in advertising and selling that may cause our customers to be misled
- 7) To ensure that all material facts are revealed, and to avoid accusations of concealment of information in any dealings
- 8) To co-operate and assist where possible all levels of Government in connection with their dealings with the swimming pool & spa industry
- 9) To fulfil all contractual obligations, and offer a reasonable warranty on products or services, and to perform on such warranty, either written or implied, when and where justifiable claims are in order, and to do so promptly
- 10) To take no action or make any statement that may be construed to prejudice a pre-existing contract for the construction or supply of goods or services pertaining to the swimming pool & spa industry
- 11) To act fairly and properly at all times towards fellow members of the Association and when a member is called upon to advise, consult, rectify or otherwise take any action in relation to products, services or works provided, to carry out such works or action or advice on behalf of the consumer in a professional and unbiased manner
- 12) The **SPASA Logo** may only be used by current & financial Members of the Association, and only in respect to that Business Member, and its authorised category of Membership



By-Law 3. Residential/Domestic Contracts *Watertight* Contract Benefits & Insurances

For all Contracts entered into for the construction, installation or renovation of Residential/Domestic Swimming Spas or Pools, SPASA Member Contractors must:

- 1) ensure that any proposed "Work" having a value greater than \$3,300 is subject to a Contract in a written form, accompanied with a "BSA Approved - Consumer Information Statement" - that complies in all respects with the Domestic Building Contracts Act 2000, and the appropriate provisions of the Queensland Building Services Authority Act 1991 (as amended from time to time)

or,

- 2) use the current "SPASA Recommended Contract" as produced and made available by the Association (without additions or alterations, unless otherwise authorised by the Association in writing)
- 3) submit an Application & Fee for all Domestic Contracts entered into, to be included in the "SPASA Benefits Trust", being the Association Members' "*Watertight* Contract Benefits" program providing "Contract Completion" and "Defective Construction" benefits to Customers (as authorised by the Management Committee, from time to time)
- 4) ensure that a "Handover" of the completed Works is carried out, and that a "Certificate of Practical Completion & Handover" is issued in accordance with the Contractual requirements
- 5) ensure that all Contractual obligations are fulfilled and met in dealing with Customers, including the Insurance requirements that the Contractor will:
 - a) effect and must maintain all insurance required to comply with the WorkCover Act 1996,
 - b) all Insurances required to comply with the Queensland Building Services Authority Act 1991,
 - c) Contract Works and Public Liability Insurances covering the liabilities of the Contractor and the Customer from the commencement of the Works until Practical Completion



By-Law 4.

Disciplinary Procedures – Members

Members & Non-Members

1) External Complaints/Requests

The following Complaints & Requests can be dealt with by the Association:

a) Member – Vs – Member (Complaint)

Any Member of the Association that is of the opinion that another Member is in breach of any of the Association's Rules or By-Laws or, is not conducting a business within the terms of the Association's published Objects, may lodge a complaint in writing with the Secretary, together with a process fee of \$200, and with any 3rd party supporting evidence that is applicable.

b) Non-Member – Vs – Member (Complaint)

Any non-Member of the Association may lodge a written complaint with the Secretary, together with any 3rd party supporting evidence that may be applicable.

c) Non-Member – Vs – Member (Contract Mediation)

Any Customer contracting with an Association Member may lodge a written request for "Mediation" of a dispute under the terms of a signed Contract between the parties that complies with the DBC Act.

d) Member – Vs – Non-Member (Contract Mediation)

Any Member contracting with a Customer may lodge a written request for "Mediation" of a dispute under the terms of a signed Contract between the parties that complies with the DBC Act.

2) All Complaints or Requests for Mediation received by the Secretary are firstly to be reviewed as to their validity and/or their ability to be processed in a fair and reasonable manner, before being registered as a "valid complaint/request".

3) Valid Complaints/Requests are to be registered, acknowledged and forwarded on – without undue delay, with the "Natural Justice" requirements of both of the parties being preserved.

4) In the event that a Complaint or Mediation Request is not considered "Valid", or, is unable to be processed or proceeded with by the Association (for any reason) the Secretary must advise the Complainant in writing as soon as practicable.

5) Members' must respond in writing with their proposed solutions to all valid Complaints and/or Mediation Requests received (or, any follow up by the Association) within 5 working days of receipt of the Complaint or Request from the Association.

6) Members' compliance with the Association Rules & By-Laws (Generally)

a) The Association Secretary (when monitoring the activities of the Members), must advise the Management Committee of any serious breaches of the Association Rules, Objects or By-Laws by any member as soon as practicable after becoming aware of such breach.

b) The Secretary will take all reasonable precautions and practical steps to mitigate any perceived Loss or "Risk" to the Association, it's Members or Assets and in any circumstance where the conduct or activities of a Member is perceived to place the Association at risk (including but not restricted to the circumstances in Rule 8.3), the Secretary (in his absolute discretion) may immediately "Suspend" the Benefits of Association Membership to that Member (by Notice in writing) – pending further clarification of the circumstance – or, until the matter is referred to and determined by the Management Committee in accordance with Rule 8.4.

Member/s are defined as: any Business Organisation that is currently shown as a Member in the Association's Register of Members.

Non-Member/s are defined as: any person or organisation (Customers, Regulators, Individuals etc) who are not shown on the Association's Register of Members, and who may have cause to complain, or, request mediation of a contract.

SPASA Complaint/Mediation – Process Flow Chart

